

**REMARKS**

Claims 1-8 are pending in this application. No new matter is added. In view of at least the following, reconsideration and allowance are respectfully requested.

Applicants appreciate the courtesies shown to Applicants' representatives by Examiner Williams in the June 29, 2009 personal interview. Applicants' separate record of the substance of the interview is incorporated into the following remarks.

**I. Claim Rejections under 35 U.S.C. §103**

The Office Action rejects claims 1-3 and 5-7 under 35 U.S.C. §103(a) over U.S. Patent Application Publication No. 2002/0050752 (Katsuzawa) in view of U.S. Patent Application Publication No. 2004/0201296 (Hama); and rejects claims 4 and 8 under 35 U.S.C. §103(a) over Katsuzawa in view of Hama and further in view of U.S. Patent Application Publication No. 2003/0024749 (Kobayashi). These rejections are respectfully traversed.

Katsuawa and Hama, taken alone or in combination, fail to at least teach or render obvious "the second contact is capable of absorbing a component tolerance at least due to its elastically deformable properties," as recited in independent claim 1; and "the second contact is capable of absorbing a component tolerance at least due to having a through-hole that has a length sufficiently greater than the diameter of the fixing member to allow for translational movement within the through-hole," as recited in independent claim 5.

During the interview, Examiner Williams indicated that he is relying on Hama to disclose the above claimed feature. As discussed, Hama does not disclose this claimed feature. The claimed "component tolerance" is presently misconstrued to include "excessive thrust" resulting from a vehicle being "reverse driven or tire runs on the curb." Page 1 of the present specification states that "a mechanism for absorbing an error within a tolerance related to size, plumbness, mounting position and the like of each component of the terminal

block or the motor module (hereinafter referred to as "component tolerance") is required."

The alleged component tolerance absorption of Hama is completely different from what is presently claimed, and thus Hama fails to disclose any features capable of absorbing a component tolerance as presently defined.

The claim construction inquiry begins in all cases with the actual words of the claims. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (*en banc*). However, claim terms are to be given their ordinary and customary meanings as they would have been understood by a person of ordinary skill in the art in the context of the patent at the time of the invention, i.e., as of the effective filing date of the patent application. *Id.* at 1312-14. To properly interpret claim terms, the "intrinsic" record, including the claims, the specification and the prosecution history, must be consulted (although the prosecution history may be less useful than the claims and specification). *Id.* at 1314-24.

Further, the law is settled that the specification is always consulted in construing claims. In particular, the *Phillips* court affirmed the necessity of always consulting the specification to determine the meaning of a claim. *Id.* at 1312-16. The *Phillips* court emphasized that the claims must be read "in view of" and "so as to be consistent with" the specification, "of which they are a part," characterizing the specification as "usually dispositive" and the "single best guide to the meaning of a disputed term." The court explained that the importance of the specification in claim construction derives from its statutory role of providing a "full" and "exact" description of the claimed invention.

Also, post-*Phillips* Federal Circuit decisions have repeatedly read *Phillips* as emphasizing the primacy of the specification in determining the meaning of claims. *E.g.*, *Inpro II Licensing, S.A.R.L. v. T-Mobile USA, Inc.*, 450 F.3d 1350, 1355 (Fed. Cir. 2006) ("[a]lthough claims need not be limited to the preferred Embodiment when the invention is more broadly described, 'neither do the claims enlarge what is patented beyond what the

inventor has described as the invention'," quoting *Netword, LLC v. Centraal Corp.*, 242 F.3d 1347, 1352 (Fed. Cir. 2001); *On Demand Machine Corp. v. Ingram Indus., Inc.*, 442 F.3d 1331, 1337-38, 1344 (Fed. Cir. 2006) (*Phillips*, resolving conflict, stressed the dominance of the specification in understanding the scope and defining the limits of the terms used in the claims; each claim term must be construed to implement the invention described in the specification; care must be taken lest word-by-word definition, removed from the context of the invention, leads to an overall result that departs significantly from the patented invention); *In re Johnston*, 435 F.3d 1381, 1384 (Fed. Cir. 2006) (it is well established that dictionary definitions must give way to the meaning imparted by the specification).

Thus, the feature of a component tolerance must be interpreted consistently with the present specification, i.e., "a mechanism for absorbing an error within a tolerance related to size, plumbness, mounting position and the like of each component of the terminal block or the motor module (hereinafter referred to as "component tolerance") is required." As admitted during the personal interview, Hama does not teach that a "component tolerance" is absorbed as defined in the present specification. Thus, Hama fails to teach or render obvious "the second contact is capable of absorbing a component tolerance at least due to its elastically deformable properties," as recited in independent claim 1; and "the second contact is capable of absorbing a component tolerance at least due to having a through-hole that has a length sufficiently greater than the diameter of the fixing member to allow for translational movement within the through-hole," as recited in independent claim 5.

Claims 2-4 and 6-8 variously depend from claims 1 and 5. Because the applied references fail to anticipate or render obvious the features recited in independent claims 1 and 5, dependent claims 2-4 and 6-8 are patentable for at least the reasons that claims 1 and 5 are patentable, as well as for the additional features they recite.

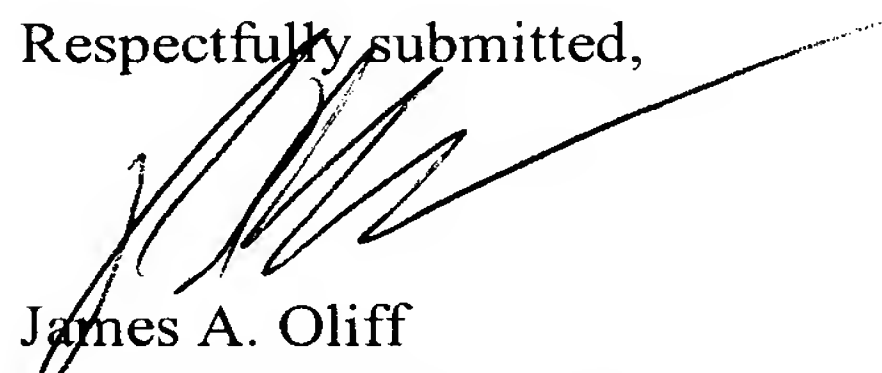
Accordingly, withdrawal of the rejections is respectfully requested.

## II. Conclusion

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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